



DATE: May 18, 1983

TO: Ken Mensing and Perry Mann

FROM: Patrick M. McCarthy *PM*

SUBJECT: LPC 16304501 - St. Clair County - East St. Louis/SCA-Milam



These are rough notes I took during our May 17, 1983 meeting with SCA. Attending were D. Moore, R. Volonino, A. Burbott, R. Jenkins, V. Moreth, and J. Podlewski. Letters A - P correspond to the revised March 30, 1983 Consent Decree Draft.

Do not limit them to "collection only" - they may be able to treat or do something else - they were very forceful on this point - why? Darrah Moore said don't limit me to today's technology - maybe all we will do is collect the leachate, but don't limit me.

A. Phase I

They wanted us to add, (we obliged) the phrase that the CAP would include "a review of the "parties" "existing data"

B. Phase II

Last sentence they can't agree to - "can't we put the leachate in the landfill for the short term?" Until they determine what to do with all the leachate. The hazardous leachate will go to hazardous waste site, as defined by RCRA. They want to intercept and collect and reintroduce the leachate into the fill - I said I did not want any more liquids going into that site for any reason - Monte and Perry to respond to "reintroduction of non-hazardous leachate for short term" - short term means until the Long Term Remedial Action Plan goes into effect.

C. Phase III

IEPA has 60 day review time - This monitoring plan can consist of "partly the CAP" - We would expect it to be greatly expanded - They had a problem, they thought this plan was a totally separate plan - (Volonino)

- D. This is a separate section now - I agreed to June-July 1984 - because by the time the consent decree gets filed (June-July) they would need 45-60 days to prepare plan - that is Sept.-Oct. by our approval time it would be November - too late in the season then - they have to build roads and coffer dams.

E. They have filled some in Phase II(b) - so our wording "shall not utilize" is poor or inaccurate. They interpreted "going higher would not create an increased threat" - as being impossible - they said by adding volume to the site, that in itself would increase the GW threat - I told them that was not a trick, my understanding of the situation was that of the additional "loading effect on the liner", may jeopardize its integrity. Question for Monte and Perry - Is anything other than the liner jeopardized? Can we tie closure date into the load (volume) that liner can handle. I discussed this with Joe P. after the meeting, he was to discuss it with V. Moreth. Unfortunately a specific closure date was not discussed at this meeting.

F. \$90,000 Bond w/CD as escrow - we can get our \$500 per day, after arbitrator decides in our favor - Questions 1) Is \$500 per day a fine, or to help pay for undone work? 2) What happens in the event the \$90,000 is used up? They would prefer to have anybody but the court as the arbitrator, i.e. ISGS - they have agreed to "pay the freight" of the arbitrator. I have no problem with ISGS in this capacity.

G, H, I. I don't recall any problems

J. ~~We still need to resolve the "two four acre lakes" on top.~~  
They must drain or fill them with soil. Also, we still need to do a comprehensive final cover check, before 318 goes into effect. They know that if any problems occur, after 318 expiration date, they are still liable.

K. No mention of \$26,000 - it is still the required penalty.

L. We will take them "off the restriction list" but still expect Permit Section to deny all permits. Mr. Jenkin's legal opinion is that once they substantially ameliorate the ground water problems, we must allow special waste permits. My thoughts are, the site should be closed by that time. I fully expect it to be.

M, N, O, P. - no discussion

We are to get back to them concerning B, E, F, and J.

Let's discuss this ASAP.

PMM:jlrr

cc: PMM